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community and university partners.*



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April 03, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH THE SAN  
JOSE STATE UNIVERSITY RESEARCH FOUNDATION  
(ALL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to enter into a Memorandum of Understanding with the San Jose State University Research Foundation, to accept one-time funding for the Department of Health Services' provision of clinical field work experience to Clinical Laboratory Scientist students from California State University, Los Angeles.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Authorize the Director of Health Services (Director), or his designee, to sign a Memorandum of Understanding (MOU) with San Jose State University Research Foundation (SJSURF), effective upon Board approval, for the Department of Health Services (DHS or Department) to receive up to \$60,000 in federal flow down funds for its provision of California-approved accredited training to six California State University, Los Angeles (CSU-LA) Clinical Laboratory Scientist (CLS) students during the period September 26, 2011 through September 30, 2012.

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

14 April 3, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

DHS currently contracts with public and private educational institutions for the provision of clinical field experience using the Advanced-level Form Affiliation Agreement, most recently approved by your Board on September 14, 2010. The scope of the Agreement allows graduate or higher level students to obtain the clinical field experience required as part of their medical course study under the preceptorship of pre-approved qualified DHS staff. Affiliation agreements benefit both the County and the student by providing additional patient care resources and increasing the student's skills in their chosen field. The clinical field experience programs also assist in recruiting trained health professionals who become familiar with County programs and services.

CSU-LA approached several DHS facility laboratory managers in early 2011 to elicit interest in partnering to provide a 52-week clinical field work experience to its students so they may qualify to take the State CLS licensing exam. As a result, DHS executed an affiliation agreement with CSU-LA on May 12, 2011 under delegated authority, using the above-mentioned form affiliation agreement, which did not contemplate monetary arrangements between the parties. DHS is currently training six CLS students at one or more the following participating DHS facility laboratories: Harbor-UCLA Medical Center, LAC+USC Medical Center, El Monte Comprehensive Health Center, Hudson Comprehensive Health Center, Roybal Comprehensive Health Center, Martin Luther King, Jr. MACC, and Olive View-UCLA Medical Center.

The United States Department of Labor (DOL) in its effort to address a critical shortage in the CLS field in California, now and in the near future (when filled CLS positions will become vacant due to anticipated increases in retirements), awarded grant funding in the amount of \$5 million over a three year period to SJSURF. A portion of these funds were provided to CSU-LA and California State University Polytechnic, Pomona (Cal Poly Pomona) to collaboratively develop a post-baccalaureate CLS program, which included clinical field work experience. As such, DHS facility laboratories are eligible to receive DOL grant funds from SJSURF in the amount of \$10,000 per student, up to six students, during the first year of the CLS program. In order for the grant funds to be released to the County, the Department must enter into an MOU with the SJSURF.

In the time since the affiliation agreement was executed, DHS, CSU-LA and SJSURF have performed their due diligence to ensure the participating DHS facility laboratories met the DOL grant and State requirements, initiated the training program, and reached agreement on the funding arrangement.

Approval of the recommended action will allow the Director, or his designee, to enter into an MOU, substantially similar to Exhibit I, with SJSURF, in order to help participating DHS facility laboratories offset some of the cost of providing the California-approved accredited training required for six students in CSU-LA's CLS post-baccalaureate program.

## **Implementation of Strategic Plan Goals**

The recommended action supports Goal 4, Health and Mental Health, of the County's Strategic Plan.

## **FISCAL IMPACT/FINANCING**

The MOU with SJSURF will provide federal flow down grant award from United States DOL to offset existing CLS program expenses up to \$60,000 for the participating laboratory facilities.

DHS will receive up to \$60,000 in federal flow down funds for training six CLS students from CSU-LA. DHS will be required to submit two invoices to SJSURF during the term of the MOU. During Fiscal Year (FY) 2011-2012, the first invoice will be for \$30,000, (\$5,000 per student) and covers completion of the students' required hours for the first-half of the training period. The second and final invoice will be submitted in FY 2012-2013 for the remaining completion of the required hours for an additional \$30,000 (\$5,000 per student trained), along with a copy of each trainee's certificate of completion.

Funding is included in the Department's FY 2011-12 Final Budget and will be requested in the FY 2012-13 Recommended Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The United States DOL authorizes SJSURF to enter into the proposed MOU with DHS, in which DHS shall provide California-approved accredited training experience for CLS trainees, for SJSURF/DOL Agreement GJ-20049-10-60-A-6 CFDA # 17.275 for the project titled Recovery Act-Health Care Sector and other High Growth and Emerging Industries (HGEI).

The MOU is considered federal flow down and is subject to the applicable federal regulations as described in 29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations and Commercial Organizations, and is subject to federal audit, lobbying certification, and non-discrimination, ARRA, and Workforce Investment Act requirements.

The funding is available for the first year of the CLS program from September 26, 2011 through September 30, 2012, to assist the clinical affiliate with any expenses that may be incurred.

Per the MOU, there are no penalties for non-completions should this occur. First half payments will not be affected if the student does not complete the second half of the training.

The CLS training period is September 26, 2011 through September 30, 2012. The MOU will be effective upon execution by the parties in order for grant funds to be released to the Department of Health Services.

Because the MOU for your Board's approval provides that the County is the grantee of funds, and the terms of the MOU are prescribed by the Federal funding agency (Department of Labor) Federal regulations, the County's standard terms and conditions are not included.

Exhibit I has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

Not applicable.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended action will allow the Director, or his designee, to enter into an MOU with SJSURF to help participating DHS facility laboratories offset some of the cost of providing the

The Honorable Board of Supervisors

4/3/2012

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California-approved accredited training required for six students in CSU-LA's CLS post-baccalaureate program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:gh

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

## Memorandum of Understanding (MOU)

This agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the San Jose State University Research Foundation (hereinafter referred to as SJSURF) and the Los Angeles County-Department of Health Services (hereinafter referred to as LAC-DHS).

Whereas the United States Department of Labor authorizes SJSURF to enter into this MOU with LAC-DHS in which LAC-DHS shall provide services as described within this MOU for SJSURF/DOL Agreement GJ-20049-10-60-A-6 CFDA # 17.275 for the project titled *Recovery Act-Health Care Sector and Other High Growth and Emerging Industries (HGEI)*, and

Whereas, this MOU is considered federal flow down and is subject to the applicable federal regulations as described in 29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations and Commercial Organizations, and is subject to federal audit, lobbying certification, and non-discrimination, ARRA, and Workforce Investment Act requirements,

Now, therefore, the parties do mutually agree as follows:

**A. DESCRIPTION OF SERVICES:** Provide California-approved accredited training experience for Clinical Lab Scientist trainee(s)

**B. PURPOSE OF MOU:** To promote an effective and coordinated channel for delivering training to Clinical Lab Scientists, Clinical Genetic Molecular Biologist Scientists, and Medical Laboratory Technicians.

**C. OBLIGATIONS:** LAC-DHS agrees to accept 6 trainees for the training period of September 26, 2011 to September 30, 2012, and to:

1. provide SJSURF with affirmation of trainees' right to work in the United States, as well as completed trainee personal information forms required by the Department of Labor's American Recovery and Reinvestment Act (ARRA) funded HGEI Grant Program. Data collection forms and assistance will be provided by SJSURF.
2. report monthly on the status of trainees including number of training hours satisfactorily completed, exit dates and information on participants leaving training, and all successful training completions.

3. a) maintain records that verify payments to LAC-DHS have been used by LAC-DHS to offset the costs of participant stipends associated with that student's participation in the internship training, and make these records available to SJSURF grant management and the Department of Labor if required by audit or review.

And/or:

- b) maintain records that verify payments to LAC-DHS have been used by Department of Health Services' participating laboratories to offset the direct training costs associated with each student's participation in the internship training, and make these records available to SJSURF grant management and the Department of Labor if required by audit or review.
4. provide upon request the SJSURF, the State of California, the CSU Board of Trustees, and the Federal Government unrestricted access to and the right to examine, copy, and audit financial records, supporting documents and other records of LAC-DHS pertaining to the performance of this agreement. Such financial records, supporting documents and other records specific to services provided under this MOU shall be retained by LAC-DHS for a period of three years following the date of the final payment under this MOU. LAC-DHS Services agrees to allow the auditor(s) access to such records during normal business hours.
5. Department of Health Services assures SJSURF that it complies with A-133 or equivalent audit requirement, which state that a non-profit entity is required to have an A-133 audit for each year in which the entity expends more than \$500,000 in federal funds, and that it will notify SJSURF of LAC-DHS' A-133 status and completion of required audits and of any adverse findings which impact this MOU. If there are any audit findings relating to this MOU, or if otherwise requested by SJSURF, LAC-DHS will provide SJSURF with a copy of the reporting package submitted pursuant to OMB Circular A-133, Section 320(c).
6. For MOU agreements of \$25,000 or more, provide SJSURF with a Dun and Bradstreet Numbering System (DUNS- [www.dnb.com](http://www.dnb.com)) number, and maintain an active profile on the Central Contractor Registry (CCR – [www.ccr.gov](http://www.ccr.gov)).

**D. SJSURF OBLIGATIONS:** For the period of this agreement, the SJSURF shall make payment to LAC-DHS as described below under F. Payment.

**E. COMPENSATION:** In full performance of this agreement, SJSURF shall pay to LAC-DHS \$10,000 per trainee up to a total amount not to exceed: \$60,000 in installments as agreed under C., D., and F.

**F. PAYMENT TERMS:** Payment to be made as follows:  
SJSURF will pay to LAC-DHS \$10,000 per trainee per the payment schedule below:

1. \$5,000 upon the participant's completion of 50% of the required training hours.
2. \$5,000 at the completion of the required training hours, and upon providing SJSURF a final invoice that includes a copy of each trainee's certificate of completion and that is clearly marked "Final."

Any total payment to LAC-DHS under this MOU will be reported by SJSURF to the U.S. Department of Labor under the terms of a Department of Labor ARRA award.

Itemized invoices shall be submitted using LAC-DHS' standard invoice and shall reference the SJSURF Account Title *Recovery Act-Health Care Sector and Other High Growth and Emerging Industries*. Invoices, at a minimum, shall include; Trainee name(s), current and cumulative invoicing per trainee, (for example, \$5,000 x 3 trainees @ 50% completion = \$15,000.), total hours required for completion of training, total completed hours at invoice, and an authorized signature certifying the truth and accuracy of the invoice. Final invoice must be accompanied by a copy of the Trainee's Certificate of Completion, and must be submitted within 30 days of the end date specified in G. PERIOD OF MOU. Upon request, LAC-DHS shall furnish to SJSURF any necessary documentation supporting invoiced amounts. Invoices are to be submitted to:

Diem Trang Vo  
Sponsored Programs Analyst  
San Jose State University Research Foundation  
210 North Fourth Street, 4th Floor  
San Jose, CA 95112-5569  
[dvo@foundation.sjsu.edu](mailto:dvo@foundation.sjsu.edu)

**G. PERIOD OF MOU:** The LAC-DHS' delivery of services as specified in this agreement shall commence on September 26, 2011 and shall be completed on or before September 30, 2012

**H. INSURANCE:** Reference General Terms and Conditions 2.

- ☐ The evidence of insurance provided by LAC-DHS is attached.

- ☐ The evidence of insurance provided by an entity other than LAC-DHS is attached.

## **I. GENERAL TERMS AND CONDITIONS:**

1. **INDEMNIFICATION:** LAC-DHS shall hold harmless, defend and indemnify, SJSURF, the State of California, the Trustees of the California State University, the CSU, and the employees, officers, and agents of each of them from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the San Jose State University Research Foundation and the employees, officers, and agents of San Jose State University Research Foundation.

2. **INSURANCE:** The parties agree that LAC-DHS is self-insured for all purposes under the MOU for the list of coverages (general liability insurance, automobile coverage, and workers compensation coverage) in such an amount as may be reasonably necessary to assure compliance with the Indemnification provision, herein above.

3. **EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION:** LAC-DHS shall comply with E.O. 11246 Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. During the performance of this Agreement, LAC-DHS, and its subcontractors shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation. LAC-DHS and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. **Debarment, Suspension, Repayment of Federal Debt (Required for agreements over \$25k):** Neither LAC-DHS nor its principal(s) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, Debarment and Suspension. This list contains the names of parties debarred, suspended,



or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. LAC-DHS certifies, by signing this document, that neither it nor its principal(s) is delinquent on the repayment of any federal debt

#### 5. DRUG-FREE WORKPLACE

By signing this agreement LAC-DHS hereby certifies under penalty of perjury under the laws of the State of California that LAC-DHS will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- (2) Establish a Drug-Free Awareness Program as required to inform employees about:
  - the dangers of drug abuse in the workplace;
  - the person's or organization's policy of maintaining a drug-free workplace;
  - any available counseling, rehabilitation and employee assistance programs; and,
  - penalties that may be imposed upon employees for drug abuse violations.
- (3) Every employee who works on this subgrant agreement will:
  - receive a copy of the company's drug-free policy statement; and,
  - agree to abide by the terms of the company's statement as a condition of employment on the agreement.

6. CONFLICT OF INTEREST: Before executing this agreement, the LAC-DHS shall disclose to the SJSURF the identities of any board member, officer, or employee of the SJSURF, or relatives thereof, who the LAC-DHS knows or should know will have any financial interest resulting from this agreement.

7. LICENSE AND AUTHORITY: The LAC-DHS will maintain all necessary licenses during the term of this agreement. If other than a natural person, LAC-DHS is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.

8. EQUIPMENT AND FACILITIES: The LAC-DHS will provide all necessary equipment and facilities to render his/her services pursuant to this agreement, unless otherwise agreed to by the parties.

9. USE OF ADDITIONAL WORKERS BY LAC-DHS: The LAC-DHS may, at the LAC-DHS' own expense, employ additional workers or other LAC-DHS contractors as necessary for the completion of this agreement and shall maintain workers' compensation insurance as required by state law. The SJSURF shall not control, direct, or supervise the LAC-DHS' additional workers or LAC-DHS' contractors in the performance of those

services. The LAC-DHS assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or LAC-DHS' contractors and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings. The LAC-DHS shall not hire employees of the SJSURF for performance of this agreement.

10. ASSIGNMENT: This Agreement is not assignable by the LAC-DHS, either in whole or in part, without the consent of the SJSURF in the form of a formal written amendment.

11. SUCCESSORS AND ASSIGNS: This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

12. GOVERNING LAW: The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.

13. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

14. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

15. HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

16. TERMINATION: The SJSURF may terminate this agreement upon thirty (30) days advance written notice and be relieved of the payment of any consideration to the LAC-DHS should the LAC-DHS fail to perform under this agreement. In the event of such termination, the SJSURF may proceed with the work in any manner deemed proper by the SJSURF. The cost to the SJSURF shall be deducted from any sum due the LAC-DHS under this agreement.

17. AMBIGUITY: The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

18. COPYRIGHT: Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the SJSURF.

19. EXPENSES: The LAC-DHS shall be responsible for all costs and expenses incident to the performance of services for the SJSURF, except as provided by this agreement, including but not limited to: all costs of equipment provided by the LAC-DHS; all fees, fines, licenses, bonds or taxes required of or imposed against the LAC-DHS; and all other of the LAC-DHS' costs of doing business.

20. INDEPENDENT CONTRACTOR STATUS: This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the LAC-DHS certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of SJSURF. Additionally, as the Contractor is not an SJSURF employee, SJSURF is not responsible for obtaining workers' compensation insurance coverage for the LAC-DHS.

21. DISPUTES: LAC-DHS shall continue with the responsibilities under this Agreement during any dispute. Any protest, dispute, or complaint shall be initially addressed by the SJSURF Comptroller. If the matter cannot be informally resolved at this level, the Director of Finance shall serve notification to LAC-DHS that a full and complete formal statement detailing the nature of the problem must be received by the SJSURF within five (5) working days after the notification is issued. Failure to file the formal statement shall be interpreted to mean that the matter has been withdrawn. Protests shall be delivered to:

SJSU Research Foundation  
Attn: Comptroller  
210 N 4th Street  
San Jose, CA 95112

22. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the LAC-DHS acknowledges in accordance with Public Contract Code 7110, that:

a. LAC-DHS recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. LAC-DHS, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

23. **TIMELINESS:** Time is of the essence in this Agreement.

24. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

25. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) For agreements of \$100,000 or more LAC-DHS shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See 29 CFR part 98.

**J. Communications:** Communications between the parties to this Agreement may be sent to the following addresses:

San Jose State University Research Foundation  
210 North Fourth Street, 4<sup>th</sup> Floor  
San Jose, CA 95112-5569

ATTN: Khoi Nguyen

Company Name: County of Los Angeles-Department of Health Services  
Contracts and Grants Division

Address: 313 North Figueroa Street, 6<sup>th</sup> Floor East  
Los Angeles, California 90012  
ATTN: Kathy Hanks, C.P.M.  
Director, Contract Administration & Monitoring

**K. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES:** This Agreement constitutes the entire understanding of the parties. The signatures below signify both an understanding and acceptance of the MOU provisions.

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Jerri Carmo, Deputy Chief Operating Officer  
San Jose State University Research Foundation

Date : \_\_\_\_\_

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Mitchell H. Katz, M.D.  
Director  
Department of Health Services  
County of Los Angeles

Date: \_\_\_\_\_

DUNS # (Required for amounts of \$25,000 or more)

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